

EXHIBIT A

Gina Spearman
Spearman, Gina Vs. Broker Solutions, Inc. D/B/A New American Funding

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1 Q And that -- within the Southeast region, did
2 that approval still go to Kelly Allison?

3 A Yes.

4 Q Typically, was Kelly Allison the person who
5 would either approve or deny the pricing exception
6 request?

7 A Yes.

8 Q After -- so, Ms. Allison was approving the
9 pricing exception request after February of '19. Is
10 it fair to say that she did so knowing that that cost
11 was going to come off -- come out of the region's
12 reconciliation?

13 A She knew that they had implemented this new
14 policy. And that their expectation was that we
15 would -- they were expecting us to participate in the
16 pricing exception. They did state, at that meeting
17 in February of 2019, that this was temporary. And
18 they believed it would be for a period of 90 days,
19 that they needed some help in solving their financial
20 challenges, due to the \$30 million in misallocated
21 funds.

22 Q Okay.

23 So, just -- I'm just going to give it --
24 just give an example using a round number,
25 recognizing the example may not make real whole

1 had happened prior to the meeting.

2 We were very much not in agreement with the
3 policy, but we had 200 loan officers at that point,
4 that had trusted us to come to New American Funding
5 and conduct business. So, I believe that she felt
6 that we didn't have a choice but to continue to
7 approve pricing exceptions that we had prior to the
8 meeting for the fear of loss of business, partners,
9 and loan officers.

10 Q And I very much appreciate that. That
11 wasn't my exact question.

12 My question was: Did she ever confer with
13 you about whether to make a pricing -- to whether to
14 approve a pricing exception or not, because if she --
15 by doing so, by approving, she was, in effect, taking
16 money out of your pocket?

17 MS. GIBSON: Objection. Form.

18 BY MR. PERLOWSKI:

19 Q Did she ever confer with you about whether
20 to grant a pricing exception or not after the policy
21 change?

22 A I didn't view it as her taking money out of
23 my pocket. I viewed it as NAF making a unilateral
24 decision. So, you know, she didn't confer with me on
25 specific exception by exception, when they were

1 Q And once you discovered it, was your
2 intention to try to correct it?

3 A We, basically, didn't want our branch
4 managers to have to deal with the change that we were
5 experiencing.

6 Q Okay.

7 So, in Ms. -- and I recognize, you're not
8 copied on this email; but in the very first -- the
9 email on the first page, the last one, Ms. Preslo
10 states, Kelly and Gina have been very clear they want
11 to absorb all the hits unless it is a complete LO
12 screwup; is that -- is that fair, in terms of what
13 your -- what you and Ms. Allison were stating at the
14 time?

15 A If they were going to take the PEs from
16 somebody, we wanted it to be us, not our branch
17 managers or loan officers. We were trying to protect
18 them from this change.

19 Q Do you know whether branch managers and
20 other regions were also being potentially impacted by
21 the change in terms of the pricing exception policy?

22 A I don't -- I don't know.

23 Q During your employment with NAF, did you
24 periodically receive a proposed amendment to
25 schedules of your Regional Manager Agreement, some